

Req. No.: R0090482
Date: 06/22/06

PURCHASING DEPARTMENT

100 East 11th Street
CITY HALL ANNEX, Suite 200
CHATTANOOGA, TN 37402

REQUEST FOR PROPOSAL

**Proposal will be received at this office
100 City Hall Annex, Suite 200, Until**

06/23/06

Requisition No.: R0090482
Ordering Dept.: Moccasin Bend/ISS
Buyer: Dedra Partridge
Phone No.: (423) 757-5184

BIOSOLIDS DATA MANAGEMENT SYSTEM FOR MOCCASIN BEND WWTP

CITY OF CHATTANOOGA TENNESSEE

*****REQUEST FOR PROPOSALS MUST BE RECEIVED*****

NO LATER THAN

2:00 PM Local Time on June 23, 2006

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

PLEASE PROVIDE US WITH THE FOLLOWING

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Mailing Address: _____

Employer's ID No.: _____

Request for Proposal

Biosolids Data Management System

City of Chattanooga, Tennessee

MAY 2006



Section 1

Introduction

REQUEST FOR PROPOSAL
CONTRACT
FOR
BIOSOLIDS DATA MANAGEMENT SYSTEM
FOR
MOCCASIN BEND WWTP
CITY OF CHATTANOOGA, TENNESSEE
(05-31-06)

1.0 INTRODUCTION

1.1 BACKGROUND

A. General

The City of Chattanooga (City) is requesting proposals (RFP) from qualified firms for the purpose of selecting a biosolids data management system for the Moccasin Bend WWTP, 455 Moccasin Bend Road, Chattanooga, TN 37405.

B. Current Practices

The Moccasin Bend WWTP (MBWWTP) is owned, operated, and maintained by the City as a regional treatment facility. It has a rated secondary treatment capacity of 140 MGD and currently averaged 70 MGD. It also produces approximately 100,000 wet tons per year of Class A/Class B biosolids. All of the biosolids are land applied by RECYC LLC of Boaz, AL on farm and mine reclamation sites within a 60 mile radius of the MBWWTP.

Primary sludge (PS) solids collected by the MBWWTP are gravity thickened and are thermophillic/mesophillic anaerobically digested. Although this process will produce Class A biosolids, it is in the final stages of start-up and the City is not ready to certify it as Class A product. The stabilized solids are chemically conditioned with polymers prior to being dewatered with "high G" centrifuges. The dewatered biosolids produce a cake that is 23-26% solids. Because of concern about this product being sufficiently stabilized to be a Class A product due to the process still being in start-up, the dewatered biosolids are post-limed with lime kiln dust. This produces a product that has pH greater than 11.5 and cake solids of 30-35%.

Waste activated sludge (WAS) solids produced by Moccasin Bend WWTP are gravity thickened. The thickened solids are transferred to the "hot water vacuum" filter press system for dewatering. Prior to dewatering the thickened WAS is chemically conditioned with ferric chloride and lime. The dewatered cake produces a cake that is 52-58% solids with a pH greater than 11.5. This process will produce a Class A product. Because start-up is continuing, the City is not ready to certify this product as a Class A product.

C. Land Application Program

Prior to mid June 2005, all of the biosolids produced at MBWWTP were land filled. In April, 2005 the City entered into a long term contract with RECYC, LLC of Boaz, AL (RECYC) to develop and initiate a land application program for its biosolids. Since mid June, 2005 all of the biosolids produced by the MBWWTP have been land applied as Class B biosolids.

RECYC is responsible for meeting with local agricultural extension agents; coordinating with site owners, educating with site owners, and securing the use farms and mine reclamation sites; developing and producing site books of the permitting of each site; coordinating and conducting site visits with state regulatory agencies; collecting soil samples and having laboratory analyses performed before each application; and assisting with the preparation of site and annual reports. RECYC is also responsible for all on site handling of biosolids at MBWWTP; loading and transportation of biosolids to application sites; application of biosolids at prescribed rates; and site and area cleanup.

Currently, RECYC has application sites in Bledsoe, Hamilton, Marion, and Sequatchie Counties in Tennessee (40+/- sites with 11,000+/- acres); Jackson and Marshall Counties in Alabama (10+/- sites with 600+/- acres); ***in the future*** develop sites in Catoosa, Dade, and Walker Counties in Georgia (regulations in Georgia are more restrictive).

D. Sampling

Weekly composite samples are collected and analyzed for solids content, pH, N, P, K, Mn, Mg, and Ca as well as 40 CFR Part 503 metals and fecal coliform for each of the two (2) biosolids processes. Samples from each biosolids process are tested monthly for pH, salmonella, enteric viruses, fecal coliform, helminth ovas, fecal coliform, and solid content. Once each quarter samples of the feed solids to each of the two (2) biosolids processes are tested for pH, salmonella, enteric viruses, fecal coliform, helminth ovas, fecal coliform, and solid content.

E. Data Management

MBWWTP utilizes relational database programs based on Microsoft Access. These programs are OPS, ASPEN, and LIMS. All of these programs are from the same vendor:

OPS - Scott Dornor
Rio Rancho, New Mexico
1-800-OPS-0067

1.2 PURPOSE OF RFP

A. General

This RFP results from the City's desire to provide a cost-effective and effective solution for the management of biosolids data related to its land application program

B. Objective O f RFP

It is the objective of the City to evaluate various biosolids data management systems and select one that meets the needs of the City and regulatory agencies.

Section 2

Instructions to Proposers

2.0 INSTRUCTIONS TO PROPOSERS

2.1 INTRODUCTION

The purpose of this section is to inform prospective Proposers of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times, and places as they pertain to this RFP.

2.2 ISSUING OFFICE

This RFP shall be governed by the laws of the State of Tennessee, and is issued for the City by the Purchasing Division of the Finance Department of the City of Chattanooga.

2.3 RESPONSE DATE

- A. All Proposals shall be submitted no later than **2:00 p.m. EDT, on Friday, June 23, 2006** to the attention of:

Dedra Partridge
City of Chattanooga
Suite 200
City Hall Annex
Chattanooga, TN 37402
Fax: (423) 757-7201
Phone: (423) 757-5184

- B. Sealed Proposals to be considered shall arrive at the Issuing Office on or before the time and date referred to above.

2.4 PROPOSAL FORMAT

- A. Quantity and Format

Two (2) hard copies and one (1) electronic copy in MS Word format on a CD of the Proposal shall be submitted. All Proposals shall be submitted in a sealed envelope or box marked **"Proposal(s) for BIOSOLIDS DATA MANAGEMENT SYSTEM FOR MOCCASIN BEND WWTP, CITY OF CHATTANOOGA, TENNESSEE"**. The original and copies of the Proposal shall be indexed with tabs for each section of the Proposal and shall follow the content outline in **Section 3**.

- B. Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

C. Proposer-Supplied Materials

Any material submitted by a Proposer shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature shall be so marked.

D. Incurring Costs

The City shall not be liable for any cost incurred by Proposers prior to the issuance of a contract purchase agreement for the proposed biosolids data management system and will not pay for information solicited or obtained.

E. Economy of Preparation

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise description of the biosolids data management system proposal. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis shall be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected.

2.5 PROPOSAL WITHDRAWAL PROCEDURE

Proposals may be withdrawn up until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal or until one of the proposals has been accepted and a contract has been executed between the City and the successful Proposer.

2.6 RESERVATION OF CITY RIGHTS

- A. The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers.
- B. The City reserves the right to negotiate this contract for the work covered by this RFP with the next most qualified finalist if the successful finalist does not execute a contract within fifteen (15) days after submission of a contract by the CITY. The City reserves the right to negotiate all elements that comprise the selected Proposer's proposal.
- C. The City reserves the right, after opening the proposals or at any other point during the selection process, to reject any or all proposals, modify or postpone the proposed project, evaluate any alternatives offered or accept the proposal that, in the City's sole judgment, is in its best interest.
- D. The City reserves the right to terminate the contract if the Contractor fails to perform the work described herein or provide timely payment of

revenues due the City upon giving the Contractor a 30 (thirty) day written notice of the intention to do so.

- E. The Proposer shall comply with rules and conditions found in the City of Chattanooga, Purchasing Department's "General Conditions and Instructions to Bidders" that are apart of this RFP for the equipment or services specified herein.

2.7 ADDITIONAL REQUESTS FOR INFORMATION

Requests for information or clarification shall be sent to:

Dedra Partridge
City of Chattanooga
Suite 200
City Hall Annex
Chattanooga, TN 37402
Fax: (423) 757-7201
Phone: (423) 757-5184
Email: partridge_d@mail.chattanooga.gov

The City specifically requests that any contact concerning this Request for Proposal to be made exclusively with the **Purchasing Agent or his/her designee** until selection has been completed. Failure to honor this request will be negatively viewed in the selection process

Section 3

Proposal Contents

3.1 GENERAL INFORMATION

The Proposer shall provide the following general information:

- A. Identify the name, address, telephone, and facsimile numbers of the Proposer and the principal contact person.
- B. Identify the type of firm or organization and describe the entity that will serve as the contracting party.
- C. Provide the history, ownership, organization, and background of the Proposer.

3.2 QUALIFICATIONS AND EXPERIENCE

The Proposer shall provide the following regarding technical qualifications and experience dealing with biosolids data management systems:

A. General Experience

Provide a summary of the experience of the Proposer's Project Team working together on or with biosolids data management system projects.

B. Design Experience

If applicable, provide a summary of the engineering and design experience of the Project team working together for the development and implementation of biosolids data management projects.

The information submitted shall demonstrate experience with project design and software development as reflected on completed projects.

C. Regulatory Compliance and Permitting Experience

Provide a summary of the experience of the Project team working together with regulatory compliance of biosolids data management projects.

D. Project Team Members Experience

Provide resumes of the Proposer's Project Team including the Project Manager and all key technical personnel for biosolids data management projects and/or other projects as applicable to their proposal.

E. Previous Experience With Similar Projects

The Biosolids Management Database System (Application) shall have demonstrated performance and reliability based on the number of active Application installations and a minimum number of years of continuous Application usage (minimum of two years by 5 users).

Provide a list of at least five (5) biosolids data management projects or similar type project(s) during the past two (2) years. Include name of each project, description of each project, location of each project, and name, address and phone number of owner's contact person.

3.3 PROPOSAL SCOPE OF WORK

A. General Scope of Work

1. The Proposer shall provide all labor, benefits, equipment, materials, insurance, transportation, and other related services required in connection with the development and implementation of the City's biosolids data management system.
2. The Proposer shall obtain all necessary biosolids data requirements from all federal, state, and local regulatory agencies related to the land application disposal of the City's biosolids.
3. The Proposer shall format all reports and certifications as required by all applicable EPA and/or State regulations for land application.

B. Specific Scope of Work

1. The Proposer shall provide a biosolids data management system software application (Application) that will seamlessly assimilate the City's biosolids handling, transportation and land application program both at the MBWWTP and Land application contractor's remote office.
2. The Application shall be developed using Microsoft's Access relational database software version 2000 or later.
3. The Proposer shall provide any 3rd Party software necessary to make the Application work efficiently and effectively.
4. The Proposer shall provide a minimum of four (4) licenses for the Application and annual support for the first year.
5. The Application shall include the capability to print/archive data output in the following file formats:
 - a. pdf (Adobe Acrobat); and
 - b. snp (Microsoft Snapshot)
6. The Application shall have the following functional (i.e. computational and data storage) capabilities:

- a. Calculate and track Cumulative Pollutant Loading Rate (CPLR) in accordance with USEPA guidance found in "A Guide for Land Apppliers on the Requirements of the Federal Standards for the Use of Disposal of Sewage Sludge, 40 CFR Part 503", Appendix B, *Worksheet for Tracking Cumulative Pollutant Loading Rates* (EPA/831-B-93-002b), December, 1994) and that satisfies the City's requirements.
 - b. Calculate by Tennessee Department of Environment and Conservation (TDEC), Alabama of Environmental Management (ADEM), and Georgia Environmental Protection Department (GEPD) protocol the biosolids nitrogen loading rate using crop type, crop yield goal, biosolids analytical results and application method data while accounting for other applied nitrogen sources;
 - c. Calculate, pending final guidance from TDEC, ADEM, and GEPD biosolids loading rate based upon crop phosphorus requirements and indexed phosphorus source availability;
 - d. Ability to import data electronically from external sources (e.g. analytical laboratory data; biosolids production data, and contractor land application data) provided an appropriate data importing format can be provided by the external source;
 - e. Provide the opportunity to manually establish a baseline CPL for any land application site field;
 - f. Calculate and track CPLR automatically based on Application stored biosolids analytical results and biosolids field application event data; and
 - g. Track biosolids nutrient application on the basis of Calendar Year (twelve consecutive months beginning in January ending in December) and Crop Year (the Calendar Year in which a crop is harvested which may be different than Calendar Year in which it is planted).
7. The Application shall have the following electronic data reporting capabilities:
- a. Be customized to present data in a format acceptable to ADEM, GEPD, and USEPA providing information to annual operating reporting requirements;
 - b. Compile data detailing biosolids field application filterable (i.e. electronically sorted) by land application site field, application event year and land source;

- c. Compile data detailing the allowable biosolids loading rate for each land application site field according to the requirements in 3b above in a format acceptable to the City and/or TDEC, ADEM, and GEPD;
- d. Calculate and display the nitrogen application status for any selected land application site field by application event year using data stored in the Application;
- e. Compile the following reports that are intended to be for City use:
 - 1) Report detailing biosolids production by month and year;
 - 2) Report detailing biosolids disposition by month and year;
 - 3) Report detailing the 'real-time' nitrogen application status of each land application site field to show the amount of nitrogen applied in a Calendar Year (actual pounds per acre) against the amount that was calculated as allowable (remaining nitrogen balance in pounds per acre for the Calendar Year).
 - 4) Report detailing the nutrient and pollutant status of each land application site field in graphic and textual format.
 - 5) Report presenting a summary of soil and biosolids analytical data;
 - 6) Report summarizing land application site and land application site field information;
 - 7) Report summarizing biosolids field application events filterable by land application site, land application site field, and application year; and
 - 8) Report summarizing data used to calculate biosolids loading rate.
 - 9) Development of site books for the purpose of acquiring permits from regulatory agencies for and application on farms and other sites.

8. Training

- a. The Proposer shall provide all onsite training for the City's Application technician, end users, and support personnel required for the implementation and use of the Application software supplied making the system function properly.
- b. Training shall consist of classroom type and hands-on type training.
- c. Training shall be user friendly and developed and performed at the education level of those being trained.
- d. A minimum of 40 hours onsite training shall be provided.
- e. The Proposer shall provide an onsite training plan that includes schedules and timetables. The training plan shall include on-site training for all users of the system including but not limited to: end users, supervisors, system administrators, database managers and technical support staff.
- f. Training shall be provided on the same system and hardware to be installed.
- g. The training shall include but not be limited to all Application Software and any 3rd Party software.

9. Systems Administration

- a. The Proposer shall provide training to assist the on-site City's Application technician in isolating and resolving basic problems and provide front line support for the system.
- b. The Proposer shall provide training to assist the on-site City's Application technician with the task of administering and managing the Application. It is intended for the support staff to provide a liaison relationship between the Proposer's technical support staff and City management.

10. Project Implementation

- a. The Proposer shall provide a Project Manager who will be the point of contact for the City for the duration of the implementation of the Application.
- b. This Project Manager must be accessible at all times during the implementation and available on site as much as necessary in order to complete the implementation

successfully, on time and on budget.

- c. The Project Manager must be knowledgeable and experienced in biosolids data management functions and in the Application.
- d. The Proposer shall provide a project implementation plan describing both the City and Proposer responsibilities.
- e. The project plan shall describe all tasks associated with the implementation of the system, including data conversion.
- f. The Project Manager shall be on site to provide needed assistance at the time the system goes live and at final installation and implementation.

11. Project Schedule

The project schedule shall include the requirement that the City be using the application in production by **90 days after the effective date of the Agreement** unless additional time is otherwise mutually agreeable to the City and the Proposer.

12. Acceptance Test Plan

- a. The Proposer shall provide a System Acceptance Test Plan to demonstrate all functionality proposed in the contract during the development of the implementation plan.
- b. The Proposer shall provide a Methodology for Corrections and Compliance of problems identified during the acceptance test. The City shall have the right to approve the acceptance test plan and related methodologies prior to implementation.
- c. The software shall operate for a minimum of 30 days of error free operation following live cut over and prior to the Final Acceptance of the system by the City.

13. Documentation

- a. The Proposer shall provide written documentation on the Application and all administrative and operational components of the system.
- b. The documentation shall be provided in both written and electronic formats.

- c. The online documentation shall make extensive use of search and indexing functionality.

3.4 City Supplied Services

The City will provide the following as apart of the project:

- A. The City will provide access to its OPS and LIMS software modules.
- B. The City will provide all of the computer hardware and software operating systems recommended by the Proposer to develop and implement the biosolids data management system.
- C. The City will provide space for Proposer to perform work and training.
- D. The City will designate a person to coordinate this work with the Proposer.
- E. The City will provide copies of all related biosolids reports from MBWWTP.

3.5 Proposal Cost Summary Form

The Proposer, being familiar with the requirements of the City's Request for Proposal for a Biosolids Data Management System proposes to furnish services to the City in accordance with that request.

The summary below reflects projected City costs for the solution acquisition and implementation. Supporting detail shall be attached describing hourly rates, projected expenses, software and hardware expenses, annual support and maintenance, discounts along with any other detail that will lead to a clear understanding of the proposal.

ITEM	COST
Project Management	_____
Application (w/ four licenses)	_____
Implementation Costs of Application	_____
Data Migration/Conversion	_____
Training	_____
All Other Costs (provide detail)	_____
Annual Maintenance and Support	_____
TOTAL	_____

Note: The Proposer shall provide the following:

1. Identify and list additional City Purchase Requirements
For Hardware and Software - not supplied by the Proposer
2. Proposer's Hourly rate schedule _____
For future Additional Support

Section 4

Review and Evaluation of Proposal

4.0 REVIEW AND EVALUATION OF PROPOSAL

4.1 REVIEW COMMITTEE

A committee consisting of individuals selected by the City will receive all proposals submitted. The City, in its sole judgment, will decide if a proposal is viable.

4.2 SELECTION CRITERIA

Selection of one (1) Proposer's Biosolids Data Management System for contract negotiation will be based on an objective evaluation of the following criteria for each proposal:

- A. Price
- B. Overall project approach, including thoroughness, reliability, implementability, and public acceptability.
- C. Environmental and regulatory acceptability of the proposed method.
- D. Experience and capabilities of the Proposer to provide biosolids data management systems.

4.3 SELECTION OF FINALIST

After the review of the proposals by the Review Committee and formal presentations, the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist to negotiate an agreement.

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

General Conditions and Instructions to Bidders

Vendor:

The General rules and conditions which follow apply to all purchases and become a definite part of each formal Invitation to Bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error.

Subject to State and City laws, and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Office of the City Purchasing Agent will bind bidders to applicable conditions and requirements here in set forth, unless otherwise specified on the Invitation to Bid.

Conditions of Bidding

1. **Proposal Forms** – Bids shall be submitted only on the forms provided by the City of Chattanooga. The Bidder shall submit two (2) copies signed and sealed, in the envelope provided by the City for that purpose.
2. **Withdrawal of Bids** – A written request for the withdrawal of a bid or any part thereof shall be granted if the request is received by the City of Chattanooga prior to the specified time of opening. Bids submitted may not be amended or withdrawn after the specified time of bid opening.
3. **Late Bids** – Bids received after the specified time of Bid Opening **will not be** accepted.
4. **Submittal of Bids** – Bids must be presented in the special mailing envelope, contained in all bid packages, supplied to all prospective bidders. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other package being used.
5. **Completeness** – All information required by Invitation to Bid must be supplied to constitute a proper bid.



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

6. **Bids Binding 45 Days** – Unless specified otherwise, all Formal Bids submitted shall be binding for 45 calendar days following bid opening date, unless the Bidder, upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids** – Qualified bids are subject to rejection in whole or in part.
8. **Payment terms** – Terms discount of less than 10 days **will not** be considered in evaluating the bid.
9. **Bids For All or Part** – Unless otherwise specified by the City or by the Bidder, the Purchasing Agent reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.
10. **Errors in Bids** – When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, **will not** relieve the bidder. Erasures or changes in bids must be initialed.
11. **Questions Regarding Specifications** – Requests for interpretation of specifications and drawings shall be made to the Purchasing Agent, in writing, not less than five (5) days before the opening of the bids. Any interpretations made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids.
12. **Response to Invitations** – In the event you cannot submit a bid on our requirements as set forth in the "Invitation to Bid" and Specifications attached hereto, please return the Invitation to Bid forms with any explanation as to why you are unable to bid on these requirements. It is necessary, periodically, to delete from our Bidders' list, the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
13. **Taxes** – City of Chattanooga is Tax Exempt.



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

Catalogs – Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes, etc., necessary to fully describe the material or work he proposes to furnish.

Competency of Bidder – No proposal will be accepted from, or Contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Chattanooga, or had failed to perform faithfully any previous Contract with the City of Chattanooga. The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and Contract Documents.

Bid Deposit

Bid Bond, Certificate or Cashier's Check – When required, each bid shall be accompanied by one of the following: a bid bond signed by a surety company authorized to do business in the State of Tennessee, a Cashier's check, a Certified check, a Treasurer's check, or any other direct obligation drawn on a bank doing business in the United States of America; these shall be made payable to the City of Chattanooga for an amount representing 5% of the total bid. However, if the bidder has on file with the Purchasing Agent an annual bid bond approved by the City, with an uncommitted balance equal to the deposit requirement, a separate deposit need not be furnished. When computing amount of bid for certified check purposes, do not deduct for Trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.

Annual Bid Bonds – Bidders who regularly do business with the City shall be permitted to file with the Purchasing department an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction. Annual bid bonds shall be in an amount as determined by the bidder, of no less than failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid. \$2,000.00. If at any time the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

18. **Performance Bond** – The successful bidder or bidders must furnish a performance bond as stipulated on the bid cover within ten days of notification that the bid has been accepted. This bond shall be prepared on an approved form made out to the City of Chattanooga, and shall serve as security for the faithful performance of the contractual agreement. The surety thereon must be certified by such surety company or companies as are authorized and licensed to transact business in the State of Tennessee.
19. **Samples** – The samples submitted by bidders of items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may reclaim them after delivery is accepted.

Samples on which bidders are unsuccessful must be reclaimed as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner.

Specifications

20. **Diversity Businesses (Applicable to bids/proposals in excess of \$50,000)**

It is the policy of the City of Chattanooga to include diversity in its contractual relations with business firms. Firms who demonstrate and embrace diversity within their programs and policies are assisting the City of Chattanooga, and the State of Tennessee, in achieving its goals in building a more reflective marketplace for the community within this city and state. Documentation of the diversity represented by the Bidder's/Proposer's business strategy, business relationships and workforce – this documentation should include in detail;



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

A description of the Bidder's/Proposer's existing programs and procedures designed to encourage and promote the participation of minority business enterprise, women business enterprise, small business enterprise and disabled business enterprise on past and current contracts awarded.

A list of the Bidder's/Proposer's current contracts with minority business enterprise, women business enterprise, small business enterprise, and disabled business enterprise firms including the:

- a. Business name;
- b. Relevant ownership characteristics (i.e. ethnicity, sex and disability)
- c. Description of contracts and dollar value
- d. Contract person, address, and telephone number;
- e. Email Address

The estimated dollar amount and percentage of minority, women, and small and disabled business participation for this procurement. Please list the estimated percentage of participation as follows:

- a. Business name;
- b. Indicate status of business (ethnic minority, women, small or disabled business enterprise firm);
- c. and description of service provided and dollar value
- d. the percent of Bidder's/Proposer's current employees by ethnicity, sex, and disability

Bid/Proposal evaluations will recognize the positive qualifications and experience of a Bidder/Proposer that does business with small business enterprises owned by minorities, women, persons with a disability and that offers a diverse workforce to meet the City's service needs.

Any reference to manufacturer's name, Trade name or Catalogs in a request for proposal is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly stated on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration or



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

other descriptive matter which will clearly indicate the character of the article covered by his bid.

Trade Names – In bids offering an item identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and **does not propose to furnish an "equal"** unless the proposed "equal" is definitely indicated therein by the bidder.

If no particular brand, model or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications** – The bidder shall abide by and comply with the specifications and not attempt to take advantage of any obvious error or omission, but shall fully complete every part of the bid in accordance with the plans, specifications and General Conditions. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

If exceptions to the specifications are taken, **this fact must be clearly stated on Cover Page of the Bid**, and all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of exceptions to the specifications at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

Award

23. **Award or Rejection of Bids** – The Contract will be awarded to the lowest responsive and responsible bidder, complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The



City of Chattanooga

Purchasing Department

200 City Hall Annex

Chattanooga, Tennessee 37402

Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids receives whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City or whether the Bidder's taxes or assessments are delinquent.
- j. Such other information as may be secured having a bearing on the decision to make the award.
- k. Consideration will be given to standardization, interchangeability and availability of parts.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity or limit the bidder's liability.

Notice of Acceptance – A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

25. **Tie Bids** – If two or more bidders submit identical bids and are equally qualified, selection shall be made by drawing lots.
26. **Specific Bid Quantities** – Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless Contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
27. **Requirements Bid Quantities** – On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.

Contract Provisions

These Provisions Shall Be a Part of Every Contract

28. **Availability of Funds** – A contract shall be deemed to be in effect only to the extent that there are appropriations available to each Agency for the purchase of such articles. The City's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
29. **Contract Alterations** – No alterations or variations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the Purchasing Agent or his authorized agent.
30. **Termination of Contracts** – Contracts will remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by unsatisfactory deliveries of entire contract requirements.
1. **Subletting of Contracts** – It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

32. **Default** – In the event of default, the City may award the contract to the next lowest bidder, if such bidder is willing to enter the contract, or may cover in the open market, or may seek any other remedy provided by the Tennessee Uniform Commercial Code, and may hold the defaulting contractor liable for all damages provided by law, including cost of cover.
33. **Non-Liability** – The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any other circumstances beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.
34. **New Goods, Fresh Stock** – All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
35. **Non-Discrimination** – Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, or handicap, or sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
36. **Guarantee** – Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period on one year from date of the acceptance of the items delivered and installed, or the guarantee period, whichever is longer, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design or installation, workmanship or materials, upon notification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

shall be made only at such time as will be designated by the City at least detrimental to the operation of City business.

37. Diversity Business (Applicable only to contracts exceeding \$50,000)

Contractor agrees to provide documentation of commitment to diversity as represented by its business strategy, business relationships, and workforce. This documentation should include in detail the following:

- A description of the Contractor's existing programs and procedures designed to encourage and promote contracting opportunities with business enterprises owned by minorities, women, persons with a disability and small business enterprises.
- a listing of the Contractor's current contracts with business enterprises, owned by minorities, women persons with a disability and small business enterprises, including the following information
 - contract description and total contract value
 - contractor name and ownership characteristics (i.e., ethnicity, sex, disability)
 - contractor contact, address, and telephone number
- an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Contractor prior to this RFP, include the following information:
 - participation estimate (expressed as a percent of the total contract value, or total dollar amount, that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics)
 - descriptions of anticipated contracts
 - names and ownership characteristics (i.e. ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

- the percent of the Contractor's total current employees by ethnicity, sex, and disability
38. **Placing of Orders** – Orders against contracts will be placed with the Contractor on either a Purchasing Order or Blanket Purchase Order executed a release by the Purchasing Agent. Telephonic orders places directly with the Contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Shipping Release.
39. **Provision of Other Agencies** – Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he/she will make available to all City agencies and departments, joint City agencies, in-City municipalities, the bid prices he/she submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

Delivery Provisions

0. **Responsibility for Materials Shipped** – The contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the destination point, but the contractor shall bear all risk on rejected material or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.
1. **Inspections** – Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the Specifications. All delivered materials shall be accepted subject to inspection and physical count.
2. **Time of Delivery** – Deliveries will be accepted between 8:30a.m. and 4:00p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

43. **Packing Slips or Delivery Tickets** – All Shipments or Deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Shipped
The Quantity Back Ordered
The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

44. **General Guaranty** – Contractor agrees to:

- l. Save the City, its agents and employees harmless from liability of any nature or kind for use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee licensee or owner.
- m. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- n. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
- o. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Tennessee, and the United States of America.

45. **Indemnity** – Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City in consequence of the granting of the contract or which may in any way result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, or of the City or its employees, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys



City of Chattanooga

Purchasing Department
200 City Hall Annex
Chattanooga, Tennessee 37402

and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy, and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

6. **Collusive Bidding** – The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
7. **Identical Bidding** – All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

DATE _____

COMPANY _____

ADDRESS _____

ADDRESS _____

SIGNED _____

TITLE _____